

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

DAYNA BROCK,

Plaintiff,

v.

No. D-202-CV-2011-11969

GORDON E. EDEN, JR., SECRETARY OF
THE DEPARTMENT OF PUBLIC SAFETY,

Defendants.

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Dayna Brock (Releasor), hereby acknowledges receipt of consideration in the sum of fifteen thousand dollars (\$15,000). In consideration of this payment, Releasor on her own behalf and in all other capacities, hereby releases, acquits, and forever discharges Gordon E. Eden, Jr. individually and in his capacity as former Cabinet Secretary of the New Mexico Department of Public Safety, and the New Mexico Department of Public Safety (hereafter "NMDPS"), and any and all of their agents, servants, successors, heirs, executors, administrators, representatives, and attorneys (Releasees), of and from any and all claims that have been or that could have been made against Releasees arising out of the circumstances of Releasor's employment with, and separation from employment with Releasees. Releasor specifically but nonexclusively releases any and all claims which were or which could have been asserted in a lawsuit titled *Dayna Brock v. Gordon E. Edin, Jr., Secretary of the Department of Public Safety*, Second Judicial District Court Cause No. *D-202-CV-2011-11969*. All such claims shall be deemed by execution of this document to be dismissed with prejudice.

NMDPS covenants and agrees to provide neutral employment references to anyone who telephones or makes informal verbal inquiry of its Human Resources Department concerning


Dayna Brock. For purposes of this agreement, the parties understand and agree that the phrase "neutral employment references" means that NMDPS-HR shall respond to inquiries by providing Releasor's hire date, her job title and position, and her last date of NMDPS employment. Releasor understands and agrees that it is her sole responsibility to make sure inquiries are directed specifically to the NMDPS Human Resources Department. As to all inquiries directed specifically to the NMDPS Human Resources Department, Releasor understand and agrees that NMDPS shall endeavor in good faith to comply with the terms of this paragraph, but that inadvertent noncompliance shall not give rise to any legal rights of any kind, contractual, tortious or otherwise, and that NMDPS remains entitled notwithstanding this agreement to all the rights privileges and immunities extended by law to agencies of the State of New Mexico. Releasor also understands and agrees that this agreement excludes all inquiries in any form which are not specifically directed to NMDPS-HR. Releasor also understands and agrees that this agreement excludes all written inquiries of any kind, including specifically but without limitation, all inquiries made by anyone pursuant to releases or authorizations executed by Releasor for the release of information from her personnel or other files maintained by NMDPS. Lastly, Releasor understands and agrees that nothing in this agreement shall be construed to require removal or redaction of any written materials from any files, personnel or otherwise, maintained by Releasees or any of their agents or employees that pertain to or reference the Releasor in any way.

The undersigned covenants and represents that there are no known, outstanding or unsatisfied liens of any kind for any expenses which she has incurred as a result of the accident giving rise to this settlement. Releasor understands and represents that she will fully indemnify and hold the Releasees harmless from any legal liability under any lien laws for all claims, and that she will supply a release to Releasees of any lien that may have been filed or asserted against any recovery in this cause.

It is understood and agreed that payment is being made in compromise and is not to be construed as an admission of liability on the part of the Releasees, who deny all liability and intend merely to avoid litigation and buy their peace.

Releasor hereby declares and represents that in making this release, she has relied wholly upon her own judgment, belief, and knowledge of the nature, extent and effect of the claims being extinguished herein, without reliance upon any statement or representation of any Releasee or any of their agents, servants, employees, representatives or attorneys. Releasor further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

Releasor understands and agrees that this settlement agreement and release is confidential and shall not be disclosed except pursuant to §15-7-9.A(2)(c) NMSA 1978, and that criminal penalties apply to untimely disclosure.


DAYNA BROCK

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On the 1st day of August, 2013, personally appeared DAYNA BROCK, to me known or proven to be the person named herein as the Releasor, and executed the foregoing Settlement Agreement and Release, and acknowledged to me that she voluntarily executed the same for the considerations stated herein.


NOTARY PUBLIC

My commission expires: April 27, 2014

